



BID NO.: 6327-9/16-OTR

**OPENING: 2:00 P.M.
WEDNESDAY
November 3, 2006**

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

TITLE: REFURBISHED TELECOMMUNICATION EQUIPMENT

**FOR A PERIOD OF TWELVE (12) MONTHS WITH COUNTY OPTIONS TO
RENEW FOR NINE (9) ADDITIONAL ONE (1) YEAR PERIODS.**

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:	N/A
CATALOGUE AND LISTS:	Section 4.0 - Schedule C
CERTIFICATE OF COMPETENCY:	N/A
EQUIPMENT LIST:	Section 4.0 - Schedule C
EXPEDITED PURCHASING PROGRAM (EPP)	N/A
INDEMNIFICATION/INSURANCE:	N/A
LIVING WAGE:	N/A
PRE-BID CONFERENCE/WALK-THRU:	N/A
MEASURES:	Section 2.2
SAMPLES/INFORMATION SHEETS:	N/A
SECTION 3 – MDHA:	N/A
SITE VISIT/AFFIDAVIT:	Section 1.27; Section 4.0 - Bid Affidavits
USER ACCESS PROGRAM:	Section 2.21
WRITTEN WARRANTY:	Section 2.19

FOR INFORMATION CONTACT:

**JAMES D. MUNN, JR., IT Contracts & Procurement Officer
At Tel: 305-375-1443, or e-mail: munnj@miamidade.gov**

IMPORTANT NOTICE TO BIDDERS:

All Questions Due By October 25, 2006

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
TECHNICAL SERVICES DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 20 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 20 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER
YOUR BID NON-RESPONSIVE**

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 6327-9/16-OTR

**Title: REFURBISHED AND EXCHANGE TELECOMMUNICATION EQUIPMENT -
PRE-QUALIFICATION OF VENDORS**

IT Contracts & Procurement Officer: James D. Munn, Jr.,

Bids will be accepted until 2:00 p.m. on November 3, 2006

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and three copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.

**NOTICE TO ALL BIDDERS: FAILURE TO SIGN THE BID SUBMITTAL FORM
WILL RENDER YOUR BID NON-RESPONSIVE.**

**THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT
REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS
SOLICITATION**

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.
Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management, Bids and Contracts Division.

Enrolled Vendor – **EFFECTIVE JULY 8, 2002**, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. **EFFECTIVE JULY 1, 2002, vendors will be able to enroll and register online by visiting our web site at <http://miamidade.gov> and click on "Business".**

1.2. INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1844, or telephone at 305-375-3111. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Bids and Contracts Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1st Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.

4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions

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GENERAL TERMS AND CONDITIONS

or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.

3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.
- E. Contents of Bid Solicitation and Bidders' Responsibilities**
1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
 2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
 3. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.
- F. Change or Withdrawal of Bids**
1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
 2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Bids and Contracts Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.
- G. Conflicts Within The Bid Solicitation**
- Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.
- H. Prompt Payment Terms**
1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall

be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Please be advised that the County, in exercise of its discretion, may not accept bids and/or proposals received after the scheduled time and date. Sealed bids/proposals will be opened promptly at the time and place specified. The responsibility for submitting a sealed bid/proposal on or before the stated time and date is solely and strictly the responsibility of the Bidder/Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. Mail, or caused by any other occurrence.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration

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GENERAL TERMS AND CONDITIONS

business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.

- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88 the Director of Purchasing Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties, express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implies as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2006. Therefore, a vendor which meets the requirements of (1) and (2) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. To initiate a Bid protest, the protester shall present to the Clerk of the Board a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to

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the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

- C. For award recommendations greater than \$100,000 the following shall apply:
When a letter of intent to award a Bid Solicitation has been communicated (mail, faxed or emailed) to each competing Bidder and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.
- D. For award recommendations from \$25,000 to \$100,000 the following shall apply:
Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a \$500 non-refundable filing fee.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all

liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

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1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26. OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

1.27. PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28. PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the

Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;

5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

1.31. LOBBYIST CONTINGENCY FEES

A. In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B. A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32. COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

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2.1 PURPOSE: TO PRE-QUALIFY VENDORS FOR SPOT MARKET PRICING

The purpose of this solicitation is to pre-qualify vendors for spot market quotations covering requirements for refurbished and exchange telecommunication equipment, parts and components. This initial solicitation provides for the submission of documents and forms intended to verify that the vendor meets or exceeds an established set of minimum pre-qualification requirements. All vendors who meet or exceed the criteria established in this solicitation shall be recommended for award to be included in a Pre-Qualification pool of suppliers. The Enterprise Technology Services Department (ETSD), and other authorized County Departments will utilize this contract to solicit spot market quotations.

The pre-qualified Vendors must be established distributors of refurbished and/or exchange telecommunication equipment specified in this solicitation. Please refer to section 2.6 covering Method of Award, Pre-qualification criteria where additional details of County requirements are provided

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference)

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access www.miamidade.gov/dbd.

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 INTENTIONALLY OMITTED

2.4 TERM OF CONTRACT: Twelve (12) Months

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners (BCC), unless stipulated in the Notice of Award letter issued by the Department of Procurement Management (DPM) and contingent upon the County requirements as defined within this document. The contract shall remain in effect for twelve (12) months and/or implied warranty period.

2.5 OPTION TO RENEW: Nine (9) One (1) year renewal

After the initial term of award, Miami-Dade shall have the option to renew this contract for an additional nine (9) year period on a year-to-year basis. Awarded vendor(s) will be expected to comply with terms and conditions included in the initial term of the contract.

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Continuation of the contract beyond the initial term, and any renewal option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Should the vendor decline the County's right to exercise the option period, the County may file a non-performance report and move to find the vendor in default. This process and resulting decision may impact that vendor's eligibility for future contract awards.

2.6 METHOD OF AWARD: PRE-QUALIFIED BIDDERS BY OEM GROUP TO PARTICIPATE IN SPOT MARKET REQUEST FOR QUOTATIONS (RFQ)

Award of this contract will be made to those responsive, responsible bidders who provide evidence that they meet or exceed the minimum qualifications that have been established by Miami-Dade County for this solicitation and the resultant contract.

In order to allow the County the opportunity to make this determination, the following schedules are included as part of Section 4.0 Bid Proposal Forms and must be completed and submitted by all bidders:

Schedule "A" Customer References – The County seeks to verify that the bidder has an established business relationship of one (1) year or greater with at least five (5) organizations, either in the private business or government sector, providing similar goods and services as specified in Section 4.0. Responses will be used to confirm the required experience servicing commercial or government accounts.

Schedule "B" Business Summary - The County seeks to verify that the Bidder is capable of providing the goods and services requested in compliance with the terms and conditions specified in this document. As a primary requirement, bidders must attest to having a minimum of three (3) years of business experience.

Bidders must also maintain an office staffed by competent company representatives authorized to discuss matters pertaining to the contracted products, who can provide manufacturing information, and who are cognizant of the industry and industry standards.

Schedule "C" Pre-qualification by Group Questionnaire - The County seeks to verify that Bidders have the capability to provide a minimum of 50% of the items within each of the Original Equipment Manufacturer (OEM) Groups referenced below:

- Group 1 – NORTEL Meridian
 - PBX Telephones & Accessories
 - Circuit or System Cards and Power Supplies
- Group 2 – CISCO
 - Telephones & Accessories
 - Telecommunication Equipment & Switches
- Group 3 – SIEMENS Rolm Telephone Equipment:
- Group 4 – AVAYA Telephone Equipment.

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Based on the information submitted under Section 4.0, Bidders may be found to be responsive and awarded under a single group or may be deemed qualified to participate in the spot market quotation process under multiple equipment groups.

The County reserves the right to update the requirements as provided in Section 4.0 Bid Submittal during the term of any contract resulting from this solicitation. In terms of Schedule "C" Parts and Components, revisions may be in the form of new line items within a defined equipment group or the addition of a new group.

Vendor Pool Maintenance

It shall be the sole prerogative of the County as to the total amount of pre-qualified bidders on this contract. During the term of this contract, the County may add vendors to the pool that meet the current established prequalification criteria and are in compliance with standard County contract requirements. The procedure to evaluate criteria, recertify awarded vendors or add new vendors to the contract will normally occur in parallel to the process referred to in section 2.5 Options to Renew.

Conversely, vendors who no longer meet the criteria or who demonstrate a lack of interest in the Request for Quotation (RFQ) process, may be deleted from the contract. Actions to recertify, add or delete vendors will be done at the County's sole prerogative and as deemed necessary in the best interest of the County.

Request for Quotation (RFQ) Process

On an as needed basis, authorized County Departments will electronically solicit quotations from pre-qualified vendors for required equipment, parts or components awarded under this contract. Requests will be issued by e-mail or fax communications.

It will be the County department's prerogative to contact all the pre-qualified bidders in the specific awarded OEM group to request a quotation or use a rotating system to request quotations based on the number of pre-qualified bidders and size of the pool.

In the event of equipment failure or other identified priorities, the County may require a response within four (4) hours or less. It is therefore essential that vendors comply with the request to supply correct contact information in accordance with section 2.20 and in compliance with Section 4.0 Schedule "B" in order to participate in this process.

The Request for Quotations (RFQ) will indicate the manufacturers name, part number, quantity, delivery instructions and provide an internal RFQ No. that must be listed on response. Delivery requirements will be clearly indicated on this written request and typically fall under the next day, 1 to 3 days or one week category. Vendors must indicate their lead time with their response. Awards on individual orders will be based on lowest bid price meeting minimum requirements and any specifications provided. Quotations exceeding minimum requirements shall gain no advantage in the decision process.

In the best interest of the County, for items either delivered by the vendor or picked-up from the vendor by authorized County personnel, the availability of the material,

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geographic location, and/or delivery time may be utilized as deciding factors for the basis of an award to a bidder when it is determined by a County department a requirement is time sensitive to meet pre-established deadlines or priority due to equipment failure.

2.7 PRICES SHALL BE ESTABLISHED IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS:

If the vendor is awarded a contract under this solicitation, the prices offered by the vendor shall be accepted in accordance with the provisions established in Section 3 of this solicitation entitled "Technical Specifications" or as defined by the County during the Request for Quotation (RFQ) referenced under Section 2.6.

2.8 INTENTIONALLY OMITTED

2.9 INTENTIONALLY OMITTED

2.10 INTENTIONALLY OMITTED

2.11 INTENTIONALLY OMITTED

2.12 INTENTIONALLY OMITTED

2.13 INTENTIONALLY OMITTED

2.14 INTENTIONALLY OMITTED

2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES

The vendor(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the vendor. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and the Vendor
- Date of invoice

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- Invoice number
 - Vendor's Federal Identification Number on file with Miami-Dade County
- II. County Information:
- Miami-Dade County Release or Small Purchase Order Number
- III. Pricing Information:
- Unit price of the goods, services or property provided
 - Extended total price of the goods, services or property
 - Applicable discounts
- IV. Goods or Services Provided per Contract:
- Description
 - Quantity
- V. Delivery Information:
- Delivery terms stated within the Miami-Dade County Release Purchase Order
 - Location and date of delivery of goods, services or property
- VI. Failure to Comply:
- Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS: FOB DESTINATION

The County will required all vendors pre-qualified under this contract to offer pricing basis of F.O.B. Destination. Vendors will hold title to goods until such time as they have been delivered to and accepted by an authorized County representative.

Exchange Purchases

Successful bidders shall be responsible for all shipping charges on exchanged products. In submitting spot-market quotes for exchange, quote must reflect all charges including freight charges for shipping to the Vendor designated repair facility back to the County. This provision is also referred to in Section 3.3

2.17 DELIVERY SHALL BE (7) DAYS AFTER DATE OF ORDER

The vendor shall make normal deliveries within seven (7) calendar days after the date of the order unless otherwise mutually agreed. On an as needed basis, vendors may be required to deliver urgent or priority orders on an overnight basis. Any such order requiring next day delivery will be so designated by the County on both the Purchase order and the initial Request for Quotation (RFQ) solicitation document.

All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the

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control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the an order is awarded fail to deliver in the number of days stated, the County reserves the right to cancel that purchase order on a default basis after any back order period specified by the County has lapsed. If an issued Purchase Order is so cancelled, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

2.18 BACK ORDERS MUST BE FILLED WITH SEVEN (7) CALENDAR DAYS

If the vendor cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the vendor's manufacturer or distributor; the vendor shall insure that such back orders are filled within seven (7) calendar days from the initial scheduled delivery date for the item. The vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative.

Any exception to this provision would by mutual written consent between the County and Vendor or allowances as provided during the Request for Quotation (RFQ) process.

It should also be understood the County may, at its discretion, cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the incumbent vendor under this contract for any directly associated re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate that Vendor from this contract for default.

2.19 WARRANTY SHALL BE ONE(1) YEAR

A. Type of Warranty Coverage Required

In addition to all other warranties that may be provided by the Original Equipment Manufacturer (OEM), the bidder shall warrant its products against and/or defective material, for a minimum period of one (1) year after the date of delivery and acceptance of materials and/or equipment by the County. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received

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from the bidder does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within three (3) business days after the County notifies the bidder of such deficiency unless otherwise specified in the written County notification. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder may be subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County. This corrective action must be take place within three (3) calendar days of the receipt of notice or as specified by the County. This replacement and corrective action requirement will depend on the nature of the equipment failure and the effective impact on critical County operations. The determination on the critical requirement of the equipment will be made at the County's discretion. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.20 CONTACT PERSONS:

Awarded vendor(s) will be responsible to provide a single point of contact to the County. This designated individual shall be available to the County's representative to request service and for discussing and resolving operational problems as the need arises. This level of service must be available to the County Monday through Friday during normal business hours which are considered (8:00AM to 5:00PM, EST). Bidders understand and agree to provide a local or toll-free telephone number, facsimile and e-mail address for the purpose of handling the County's quotation requests, as well as administrative, warranty, and other inquiries.

Awarded Vendor(s) must also provide emergency contact information to the County use on a 24x7x365 basis. This level of service is required in the event of equipment failures which may occur outside of normal business hours. Vendors must also maintain an active e-mail address with a designated contact person capable of responding to request for quotations (RFQ) or normal customer service issues during normal business hours.

The name and contact information for the designated vendor representative(s) shall be submitted to Carlos Bianchi cab@miamidade.gov at the ETSD Sunset Field Services Office and to the Contract Administrator, James D. Munn, Jr. munnj@miamidade.gov with the Department of Procurement Management. Should County contact information change, Vendors will receive official notification. Conversely, awarded vendor(s) are expected to notify the County changes in contact information they have provided in accordance with Section 4.0 Schedule "B".

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2.21 UAP:**User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) IN THE AMOUNT OF TWO PERCENT (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the success full vendor shall be entitled to ship goods on an "FOB" Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party there. All order shall be laced directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

Vendor Compliance

If a vendor fails to comply with this section that vendor may be considered in default by Maim-Dade County in accordance with Section 1.23 of this contract solicitation and the resulting contract.

2.22 INTENTIONALLY OMITTED

SECTION 3
TECHNICAL SPECIFICATIONS

3.1 PURPOSE

The purpose of this solicitation is meet identified County requirements for the acquisition of various telecommunications equipment. This will be accomplished by establishing a pre-qualified pool of vendors as defined under Section 2.0 Special Conditions. Vendors must be capable of supplying the County with refurbished & exchange NORTEL-Meridian, AVAYA, SIEMENS and CISCO or other approved Original Equipment Manufacturer (OEM) groups covering telecommunication equipment, parts and components. Pre-Qualified vendors will be periodically solicited for spot market quotations.

3.2 ENGINEERING REQUIREMENTS

All refurbished and exchanged equipment will meet the engineered technical specifications of original manufactured equipment. Equipment must also meet any applicable established TIA (Telecommunications Industry Association), ANSI (American National Standards Institute) or ISO 9000 (International Standard Organization) industry standards.

All refurbished and exchange equipment must be performance tested prior to shipping. Successful bidders must have documentation of all performance test result on equipment sold through this contract. This information must be made available to the County upon request and in accordance with provisions under section 2.19 (b) covering failure due to defective equipment under warranty.

3.3 SERVICE REQUIREMENTS

Equipment installation shall be the sole responsibility of County personnel. Vendor(s) awarded under this contract will be responsible for supplying refurbished and exchanged components in a timely manner only and in accordance with the stated terms and conditions. No requests for installation services shall be requested under this solicitation and resulting contract.

3.4 EXCHANGE PURCHASES

The County reserves the right to request a preference to purchase on an exchange basis during the Request for Quotation (RFQ) process. This provision would be clearly indicated when equipment specifications or technical requirements are sent to pre-qualified Vendors with the County RFQ.

In such cases Vendors may be asked if they are able to process an advance shipment of the replacement product prior to receiving exchange County equipment being returned to a facility designated by the Vendor. This option would be used by the County to meet an identified need and/or delivery requirement.

SECTION 3
TECHNICAL SPECIFICATIONS

Vendors will be required to verify that any equipment purchased on an Exchange basis meets technical specifications and performance of factory refurbished items. These items will be subject to the same requirements as stated in section 3.2

Unless prior arrangements are made during the solicitation process, the County will have at least one week after receiving replacement to ship exchanged equipment to supplier.

In the event that the existing equipment is required prior to shipment of exchange product, the vendor shall have three (3) business days to ship replacement, unless other arrangements are made during solicitation process.

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983



OPENING: 2:00 P.M.
WEDNESDAY
NOVENBER 1, 2006
BID NO.: 6327-9/16-OTR

INVITATION TO BID
SECTION 4
BID SUBMITTAL FORM

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued	DPM	Date Issued: 10/20/06	This Bid Submittal Consists of
by:JDM	Technical Services Division		Pages 11 through 20

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of DPM, Bids and Contracts Division, Vendor Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

REFURBISHED AND EXCHANGE TELECOMMUNICATION EQUIPMENT,
PARTS AND COMPONENTS - PRE-QUALIFICATION OF VENDORS

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 725-59	
IT Contracts Procurement Officer James D. Munn, Jr.	

FIRM NAME: _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES ONLY

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL
PREFERENCE ON PAGE 20 OF SECTION 4, BID SUBMITTAL FORM SHALL
RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 20 OF SECTION 4, BID SUBMITTAL FORM, WILL
RENDER YOUR BID NON-RESPONSIVE**

SECTION 4.0 BID SUBMITTAL

REFURBISHED AND EXCHANGE TELECOMMUNICATION EQUIPMENT, PARTS AND COMPONENTS - PRE-QUALIFICATION OF VENDORS
--

SCHEDULE A – Customer References

FIRM NAME: _____

INSTRUCTIONS: *If additional reference space is needed, please make copies of the following page as required. These references must represent commercial or government accounts that your firm currently services. You must provide at least five references. (Sales per year are the revenues generated by these accounts to your firm.)*

Reference No 1					
Company Name					
Address					
City, State, Zip					
Contact Name:					
Telephone:		Number of years doing business with your firm:			
Estimated annual sales:					
Please indicate (X) below all OEM designations supplied by this Firm to your Company :					
<input type="checkbox"/>	NORTEL	<input type="checkbox"/>	SIEMENS	<input type="checkbox"/>	CISCO
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	AVAYA

Reference No 2					
Company Name					
Address					
City, State, Zip					
Contact Name:					
Telephone:		Number of years doing business with your firm:			
Estimated annual sales:					
Please indicate (X) below all OEM designations supplied by this Firm to your Company :					
<input type="checkbox"/>	NORTEL	<input type="checkbox"/>	SIEMENS	<input type="checkbox"/>	CISCO
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	AVAYA

Reference No 3					
Company Name					
Address					
City, State, Zip					
Contact Name:					
Telephone:		Number of years doing business with your firm:			
Estimated annual sales:					
Please indicate (X) below all OEM designations supplied by this Firm to your Company :					
<input type="checkbox"/>	NORTEL	<input type="checkbox"/>	SIEMENS	<input type="checkbox"/>	CISCO
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	AVAYA

SECTION 4.0 BID SUBMITTAL

REFURBISHED AND EXCHANGE TELECOMMUNICATION EQUIPMENT, PARTS AND COMPONENTS - PRE-QUALIFICATION OF VENDORS
--

SCHEDULE A – Business References

FIRM NAME: _____

Reference No 4							
Company Name							
Address							
City, State, Zip							
Contact Name:							
Telephone:		Number of years doing business with your firm:					
Estimated annual sales:							
Please indicate (X) below all OEM designations supplied by this Firm to your Company :							
	NORTEL		SIEMENS		CISCO		AVAYA

Reference No 5							
Company Name							
Address							
City, State, Zip							
Contact Name:							
Telephone:		Number of years doing business with your firm:					
Estimated annual sales:							
Please indicate (X) below all OEM designations supplied by this Firm to your Company :							
	NORTEL		SIEMENS		CISCO		AVAYA

Reference No ____							
Company Name							
Address							
City, State, Zip							
Contact Name:							
Telephone:		Number of years doing business with your firm:					
Estimated annual sales:							
Please indicate (X) below all OEM designations supplied by this Firm to your Company :							
	NORTEL		SIEMENS		CISCO		AVAYA

SECTION 4.0 BID SUBMITTAL

REFURBISHED AND EXCHANGE TELECOMMUNICATION EQUIPMENT,
PARTS AND COMPONENTS - PRE-QUALIFICATION OF VENDORS**SCHEDULE B - BUSINESS SUMMARY*****COMPANY EXPERIENCE - YEARS IN OPERATION (THREE (3) YEARS MINIMUM)***

Instructions: This requirement can be an aggregate total if properly supported. List the name of your current company, and any prior organization(s) upon which the required years of experienced is based. If the name of the organization has changed, list circumstances of the change occurred and corresponding date(s). All associated Federal Employer Identification Numbers (F-EIN) must be provided

****Example for Years of Operation: 2003-2006***

Company Name(s):	Provide F-EIN (Employer Identification Number) and brief description of any change (i.e. Merger, Reorganization, etc.)	Years of Operation*

CHECK HERE () IF YOU HAVE ATTACHED ADDITIONAL DOCUMENTS TO PROVIDE YOUR RESPONSE

VENDOR CONTACT INFORMATION

Instructions: Bidders are required to provide a response to the information requested below. This is necessary to assist the County in determining Vendors capability of providing essential support in the event of equipment failure and the ongoing requirements for responding to Request for Quotations (RFQ).

In order to meet County requirements for Technical priorities and or Equipment Failures, all bidders must have a staffed emergency 24 X 7 X 365 contact number and the ability to provide next day delivery on the items typical to those shown on Schedule C. Please provide this information in the space provided below:

Company Name: _____

Contact Person: _____

Telephone Number(s) Toll Free: () _____ - _____ ext _____

Local : (305) _____ - _____ ext _____

Mobile : () _____ - _____

E-mail Address: _____

Provide the e-mail address or fax number with a contact person capable of responding to Request for Quotations (RFQ) during normal business hours in the space provided below:

Company Name: _____

Contact Person: _____

E-mail Address: _____

Fax Number: () _____ - _____

SECTION 4.0 BID SUBMITTAL

REFURBISHED AND EXCHANGE TELECOMMUNICATION EQUIPMENT, PARTS AND COMPONENTS - PRE-QUALIFICATION OF VENDORS
--

SCHEDULE C – EQUIPMENT GROUP QUESTIONNAIRE

INSTRUCTIONS: To confirm supply capability please indicate if your firm can provide the parts and or components identified in the OEM groups defined in this schedule on a refurbished or exchange basis by indicating (X) either YES or NO.

GROUP 1 – NORTEL - Meridian PBX Telephones & Accessories:

Part Number	Description	YES	NO
NT9K08	M2008 Basic Telephone		
NT9K08	M2008 Hands free Telephone		
NT9K08	M2008 Hands free Display Telephone		
NT9K16	M2616 Display Telephone		
NT9K18	M2616 ACD 1 Telephone		
NT2K22XH	22Button Key Expansion Module for M2616		
P0780135	Single Footstand Ash		
P0780103	Single Footstand Black		
NT0C09EA	Meridian Handset		
NT2N02	M8004 Single Line Analog Telephone		
NT2N24	M8009 Single Line Analog Telephone		
NT2N32	M8417 Two Line Analog Telephone w/HF		
NT2N18	M9316 Single-Line Analog Telephone w/HF Disp. CID & CW		
NT2N41	M9417 Two Line Analog Telephone w/HF Disp. CID & CW		
NTMN33GA70	M3903 Telephone, Release 3, Charcoal		
NTMN33GA70	M3904 Telephone, Release 3, Charcoal		
NTMN35GA70	M3905 Telephone, Release 3, Charcoal		
NTMN17AA70	M3900 Series Telephone Handset		
NTDU82AA70	i2004 Internet Phone w/Integrated Switch / Ethernet Modem		
NT8B30	M7208 Telephone		
NT8B20	M7310 Telephone		
NT8B40	M7324 Telephone		
NT8B41FA	48 Button Central Answer Position for M7324		
NT8B60CA	Station Aux Power Supply		
NT8B80AAAB	Fast Remote Access Device		
NT8B90AL93	Analog Terminal Adapter – 2		
T8B90AA	Busy Lamp Field for M7310		

GROUP 1 (cont'd) – NORTEL - Meridian PBX Circuit Cards and Power Supplies:

Part Number	Description	YES	NO
NT6D40AD	PE Power Supply DC		
NT6D41AD	CE Power Supply DC		
NT6D42CD	Ring Generator DC		
NT6D45AA	Tape Drive Assembly		
NT8D01BD	Controller 2 Card		
NT8D02GA	Digital Line Card 16P		
NT8D04BA	Super loop Network Card		
NT8D09BA	Analog MW Line Card 16P		

SECTION 4.0 BID SUBMITTAL

NT8D14BB	Universal Trunk Card 8P		
NT8D16AB	Digitone Receiver		
NT8D22AC	System Monitor Card		
NT8D41AB	Dual Port SDI Paddleboard		
NTAK04AB	Power Supply AC/DC - Opt 11		
NTBK45AC	System Core Pack - Opt 11		
NTBK47AB	Expansion Daughter Card - Opt 11		
NTDK20GA	System Core Pack - Opt 11		
NTDK74AB	Meridian 2GB Disk Drive		
NT5B25DK93	DR5.1 Software (8x24) w/Docs		
NT5B20FC	8x24 KSU w/Power		
NT5B27GA	6 Port Copper Expansion Cartridge (8x24)		
NT5B32FA	Copper Trunk Module 12x0 (8x24)		
NT5B40GA	4 Port Trunk Cartridge (8x24)		
NT5B50FA	Copper Station Module 0x16 (8x24)		
NT7B53FA93	MICS 0x32 KSU w/Power		
NT7B74GA93	Digital Trunk Interface		
NT7B75GA93	LS/DS Trunk Cartridge		
NT7B83AAAV	MICS Software 5.0 w/Docs		
NT7B83AAAW	MICS XC Software 5.0 w/Docs		
NTPW0062	MICS Software 6.1 w/Docs		
NTBB20FB93	Fiber Trunk Module 12 x 0		
NTBB24GA93	Services Cartridge		
NTBB25GA93	6 Port Combo Fiber Expansion/Services Cartridge		
NTBB06GA93	6 Port Fiber Expansion Cartridge		
NTBB07GA93	6 Port Copper Expansion Cartridge		
NTBB41FB93	Fiber Station Module 0x16		
NTBB51CB93	Analog Station Module w/Message Waiting 8P		
NT5B74AABR	Norstar Voice Mail Rel 4.0 Model 4		
NT5B75AK93	Norstar Voice Mail Model 4, Release 2.1		
NT5B77AK93	Norstar Voice Mail Model 8, Release 2.0		
NT8B75AH93	Startalk C (550 Minutes)		

GROUP 2 - CISCO Telephones & Accessories Switches:

Part Number	Description	YES	NO
CP-7960	Cisco IP Phone 7960, Manager Set (w/User License)		
CP-7935	Cisco IP Conference Station 7935		
CP-7960G	Cisco IP Phone 7960G, Global		
CP-7940	Cisco IP Phone 7940, Business Set (with User License)		
CP-7940G	Cisco IP Phone 7940G, Global		
CP-7910	Cisco IP Phone 7910, Bid Set (Including User License)		
CP-7910G	Cisco IP Phone 7910G, Global		
CP-7914=	7914 IP Phone Expansion Module for 7960		
CP-7910+SW	Cisco 7910 IP Phone with 10/100 BaseT Switch (w/License)		
CP-7910G+SW	Cisco IP Phone 7910G+SW, Global		
CP-PWR-CUBE=	IP Phone power transformer for 7900 series phones		

GROUP 2 (cont'd) - CISCO PBX Switches:

WS-C3560G-24PS-E	Cisco Catalyst 3560G-24PS		
WS-C3750-24TS-S	Cisco Catalyst 3750-24TS-S		
WS-C3750-48PS-E	Cisco Catalyst 3750-48PS EMI		
WS-C3750-48PS-S	Cisco Catalyst 3750-48PS SMI		

SECTION 4.0 BID SUBMITTAL

WS-C3750-48TS-E	Cisco Catalyst 3750-48TS		
WS-C3750-48TS-S	Cisco Catalyst 3750-48TS Switch		
WS-C3750G-48TS-S	Cisco WS-C3750G-48TS-S		
WS-C3750-24PS-S	Cisco Catalyst 3750-24PS SMI 24 port Switch		
WS-C3750G-12S-SD	Cisco Catalyst 3750 12PT		
WS-C3560G-24PS-E	Cisco Catalyst 3560G-24PS		
WS-C3750G-16TD-E	Cisco Catalyst 3750 16 10/100/1000BT+ 10GbE (req XENPAK) Enh Image		
WS-C3750G-24WS-S25	Cisco Catalyst 3750G Integrated Wireless LAN Controller		
WS-C3560G-24PS-S	Cisco Catalyst 3560G-24PS		
WS-C3560G-24TS-E	Cisco Catalyst 3560G-24TS		
WS-C3560G-24TS-S	Cisco Catalyst 3560 24 Port 10/100/1000BASE-T Switch		
WS-C3560G-48PS-E	Cisco Catalyst 3560G-48PS		
WS-C3560G-48PS-S	Cisco Catalyst 3560G-48PS SMI		
WS-C3560G-48TS-E	Cisco Catalyst 3560 48 Port 10/100/1000BASE-T Switch		
WS-C3560G-48TS-S	Cisco Catalyst 3560G-48TS SMI		
WS-C3750-24PS-E	Cisco Catalyst 3750-24PS EMI		
WS-C3750-24TS-E	Cisco Catalyst 3750-24TS Switch		
WS-C3750-24FS-S	Cisco Catalyst 3750-24FS		
CISCO2851	Cisco 2851 Integrated Services Router		
CISCO2821-AC-IP	Cisco 2821 Integrated Services Router		
CISCO2851-AC-IP	Cisco 2851 Integrated Services Router		
CISCO2851-DC	Cisco 2851 Integrated Services Router w/DC Power		
CISCO1841-T1	Cisco 1841 with WIC-1DSU-T1-V2		
CISCO1841-T1SEC/K9	Cisco 1841 Security Bundle		
CISCO2801	Cisco 2801 Integrated Services Router		
CISCO2801-AC-IP	Cisco 2801 Integrated Services Router		
CP-7920-AP-K9	Cisco 7920/APAC; CCM/CCME User License Req'd		
CP-7936	Cisco IP Conference Station 7936		

GROUP 3 – SIEMENS-Rolm Telephone Equipment:

Part Number	Description	YES	NO
Phonemail	System Processors & AP Memory, P/N 41001, 41002, 41508 & Others		
Phonemail	Hard disk Controller, P/N 42000		
Phonemail	8 Channel Voice Compression Card 4400A, 44510A & Others		
Phonemail	Voice Compression interface & 16 channel processor cards P/N 44003,44500 & Others		
Phonemail	Voice Mail, 154MB Disk Drive & 154MB Power Supply. P/N 45005, 45010 & Others		
Phonemail	Tape Drive P/N 45102		
CBX	Rack mount data Interface Card & Asynchronous data Communication Module 914 IP Phone, P/N 42100, 42201 & Others		
CBX	Cypress Terminals & Load Module P/N 46500, 46550 & Others		
CBX	Juniper phone & PC Interface 46605, 46619 Others		
CBX	Cedar Computer & Terminals P/N 46700, 46730 & others		
Rohm Phones	244 PC w/PSU and Software		
Phonemail	PVP Cards & SIO Cards P/N 49302, 493-2A, 49308A and Others		
Phonemail	AP Load Backup Tape Drive P/N 45102		
Phonemail	PRI Rolmlink Interface P/N 49304		
Phonemail	MSC Cards P/N 49317 and 49317A		
Phonemail	4.0 SCSI Hard Disk P/N 49320		
Phonemail	Floppy Drive, Internal modem, Power Supply & Hard Drive P/N 49322,		

SECTION 4.0 BID SUBMITTAL

	49362, 49891 Others		
Phonemail	SIOM Card, Serial I/O With Modem, P/N 49621 Others		
CBX	Console P/N 51001, 51001 A, Others		
CBX	ETS100A, Phone w/ LCD or Multi-Line		
CBX	DTI, Data Terminal Interface Module p/N 53000		
CBX	ETS Display Control Board P/N 51001		
CBX	Based Component for ETS 100A, P/N 54014		
CBX	ETS Display Control Board P/N 51001		
CBX	CBX Monitors P/N 55500 and Others		
CBX	Rolm Assembly Components – Including CPU auxiliary PSC AC, Fans, Supertest Cards, TDM Controllers, 8 Channel Message Waiting Station, Interface Motherboards, Intertie Sub- multiplexer, power supply, tone sender cards, key telephone adapter, etc.		
CBX	Rolm Phone Data Interface		
CBX	6X3 Rolm Phone Motherboard		
CBX	ETS 100 Feature set P/N 81220		
CBX	ACD Agent including ETS200A, ETS300, ETS300A0		
CBX	Attendant Console (Older Style0		
CBX	AC and DC Power supplies		
CBX	CPU 1 for the 7000 & Down		
CBX `	8k Memory Controller		
CBX `	9000 & 9000AE Memory Controller & Controller Cards & Accessories such		
CBX	TDM Network Controller and Network Controller Card		
CBX	I/O DG and 90000AE		
CBX	Accessories such as HUB I/F, 48 K Memory, Floppy Disk Interface, Processors & Expander Cards.		
CBX	16 channel Coders, Decoders and Coder cards		
CBX	Key Telephone Interface P/N 85560		
CBX	Attendant Console Card P/N 85562		
CBX	4 Channel Trunk, 4 Channel Trunk Interface & 4 Channel CBX Bypass		
Rolm Phone	RP120 & RP240s and all accessories for same		
Rolm Phone	RP312, RP400 RP612 & RP624s and all accessories for same		
Rolm Phone	KBD Exp Opt – RP board Expansion Option		
Rolm Phone	RP Data Communications Options P/N 66904A & 66990A		

GROUP 4 – AVAYA Telephones Equipment:

Part Number	Description		
IP4601	4601 IP Telephone		
IP4602	4602 IP TELEPHONE		
IP4610	4610 IP DISPLAY TELEPHONE (4610SW)		
IP4620	4620 IP DISPLAY TELEPHONE (4620SW)		
IP4621	4621 IP DISPLAY TELEPHONE (4621SW)		
EU24	EXPANSION UNIT		
G350	AVAYA MEDIA GATEWAY		
IP4606	4606 IP DISPLAY TELEPHONE		
IP4612	4612 IP DISPLAY TELEPHONE		
IP4624	4624 IP DISPLAY TELEPHONE		
IP4630	4630 IP CONSOLE TELEPHONE		
30A	AVAYA SWITCH BASE for 4612 IP; 4624 IP; 4630 IP;		
DESK STAND	DESK STAND/WALL MOUNT for 4606 IP		
DESK STAND	DESK STAND/WALL MOUNT for 4612 IP; 4624 IP		
IP5410	5410 IP DISPLAY TELEPHONE		

SECTION 4
BID SUBMITTAL FOR:

Refurbished And Exchange Telecommunications Equipment

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____



BID SUBMITTAL FORM

Bid Title: Refurbished And Exchange Telecommunications Equipment

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Section 2-8.6, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ **Place a check mark here to affirm compliance with this disclosure requirement.**

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?
 Yes _____ No _____
 and
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?
 Yes _____ No _____

LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, **by checking one of the following blocks**, that it is ☐, or is not ☐, a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.**

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ____/____-____/____/____/____/____

Prompt Payment Terms: ____% ____ days net ____ days
 (Please see paragraph 1.2 H of General Terms and Conditions)

****"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"***

Signature: _____
 (Signature of authorized agent)

Print Name: _____ Title: _____

Failure to sign this page shall render your Bid non-responsive.



APPENDIX

AFFIDAVITS

FORMAL BIDS

MIAMI-DADE COUNTY BID AFFIDAVITS**▪ DISABILITY NONDISCRIMINATION AFFIDAVIT
(Resolution R-385-95)**

I, being duly first sworn, state that this firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this contract complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

**▪ MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
(Ordinance 93-129) See Section 1 (1.3H)**

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

**▪ MIAMI-DADE COUNTY COLLECTION OF TAXES,
FEES AND PARKING TICKETS AFFIDAVIT
(Ordinance 95-178) Section 1 (1.3 E)**

I, being first duly sworn state that in compliance with the procedures contained in Section 2-8.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

**▪ AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES
ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO
MIAMI-DADE COUNTY (Ordinance 99-162) See Section 1 (1.3 N)**

I, being first duly sworn state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.

▪ **MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE
AFFIDAVIT (Ordinance 99-5 & Resolution R-185-00)**

That in compliance with Ordinance No 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation. As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. Seq., of the Miami-Dade-County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

**BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING
TO AFFIDAVITS ON PAGES 1 AND 2**

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

By: _____ 20 ____
Signature of Affiant Date

Printed Name of Affiant and Title

Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

LIVING WAGE AFFIDAVIT
(County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is \$9.81 per hour plus health benefits as described in the ordinance, or \$11.23 per hour without health benefits. The Living Wage required by Ordinance 99-44 is subject to indexing as set-forth in Section "C" (Indexing).

By: _____ 20 ____
Signature of Affiant Date

Printed Name of Affiant and Title

_____/_____-____/____/____/____/____/_____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20 ____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT
(Code of Miami-Dade County Section 2-8.1.5) (Ordinance No. 98-30)

I, being duly first sworn, hereby state that the bidder of this contract:

- ☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and _____ the expiration date of _____.
- ☐ had annual gross revenues in excess of \$5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-375-3111 regarding this requirement.
- ☐ had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-375-3111 in order to submit the required affidavit and exemption request.

Witness: _____ Signature _____ Signature _____

Witness: _____ Signature _____ By: _____ Legal Name and Title _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____.

☐ a _____ corporation ☐ partnership ☐ joint venture

PLEASE NOTE:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37) requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Section 2-8.1.5 of the Code of Miami-Dade County requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-375-3111.

CODE OF BUSINESS ETHICS

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: _____ 20 ____

Signature of Affiant

Date

Printed Name of Affiant and Title____/____/____-____/____/____/____/____/_____
Federal Employer Identification Number_____
Printed Name of Firm_____
Address of Firm**SUBSCRIBED AND SWORN TO** (or affirmed) before me this _____ day of _____, 20 ____He/She is personally known to me or has presented _____ as identification.
Type of identification_____
Signature of Notary_____
Serial Number_____
Print or Stamp Name of Notary_____
Expiration Date

Notary Public – State of _____

Notary Seal

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature _____

Date _____

**SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)**

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ **Title:** _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100

**MIAMI-DADE COUNTY
CERTIFICATION OF RECYCLED
ENVIRONMENTALLY ACCEPTABLE PACKAGING
PRODUCT CONTENT
RESOLUTION (R-738-92)**



MINIMUM CERTIFIED CONTENT						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCLABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material
DEFINITIONS						

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

“Recycled Product” shall be defined as any product which is in whole or in part composed of recovered materials.

“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	